

EXHIBIT “D”

HANEY, WOLOSON & MULLINS

Wade B. Gochnour, Esquire
 Nevada Bar No. 6314
 Aryn M. Fitzwater, Esquire
 Nevada Bar No. 8802
 1117 South Rancho Drive
 Las Vegas, Nevada 89102
 Telephone: (702) 474-7557
 Telecopier: (702) 474-7009
WadeG@hwmlvlaw.com
afitzwater@hwmlvlaw.com

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and

WHITE AND WILLIAMS LLP

Steven E. Ostrow, Esquire
 PA Bar ID # 50568
 1800 One Liberty Place
 Philadelphia, PA 19103-7395
 Telephone: (215) 864-7000
 Telecopier: (215) 864-7123
ostrows@whiteandwilliams.com

**IN THE UNITED STATES BANKRUPTCY COURT
 FOR THE DISTRICT OF NEVADA**

In re: USA COMMERCIAL MORTGAGE COMPANY,	Debtor.	Case No. BK-S 06-10725 (LBR)
In re: USA CAPITAL REALTY ADVISORS, LLC,	Debtor.	Case No. BK-S 06-10726 (LBR)
In re: USA CAPITAL DIVERSIFIED TRUST DEED FUND, LLC	Debtor.	Case No. BK-S 06-10727 (LBR)
In re: USA CAPITAL FIRST TRUST DEED FUND, LLC,	Debtor.	Case No. BK-S 06-10728 (LBR)
In re: USA SECURITIES, LLC,	Debtor.	Case No. BK-S 06-10729 (LBR)
Affects: <input checked="" type="checkbox"/> All Debtors <input type="checkbox"/> USA Commercial Mortgage Company <input type="checkbox"/> USA Securities, LLC <input type="checkbox"/> USA Capital Realty Advisors, LLC <input type="checkbox"/> USA Capital Diversified Trust Deed Fund, LLC <input type="checkbox"/> USA First Trust Deed Fund, LLC		Chapter 11
		Jointly Administered Under Case No. BK-S-06-10725 LBR
		DECLARATION OF JASON M. GORDON IN SUPPORT OF LIBERTY BANK'S MOTION PURSUANT TO FED. R. BANKR. P. 3018 TO ALLOW CLAIM FOR PLAN VOTING PURPOSES

**DECLARATION OF JASON M. GORDON
IN SUPPORT OF LIBERTY BANK'S MOTION
PURSUANT TO FED. R. BANKR. P. 3018(a) TO
ALLOW CLAIM FOR PLAN VOTING PURPOSES**

I, Jason M. Gordon, hereby declare as follows:

1. I am over the age of 18 and mentally competent. I have personal knowledge of the facts in this matter and if called upon to testify, could and would do so. I make this declaration in support of Liberty Bank's Motion Pursuant to Fed. Bankr. P. 3018(a) to Allow Claim for Plan Voting Purposes (the "3018 Motion").¹

2. I am a Vice President at Liberty Bank. In the course of my duties, I am familiar with the facts and circumstances giving rise to the Claim and I am the authorized individual who signed the Claim filed with USACM's claims agent on November 13, 2006.

3. HMA Sales, LLC ("HMA") executed and delivered to Liberty a Receivables Loan Agreement dated effective as of November 15, 2004 (the "Receivables Loan Agreement") for financing in an amount not to exceed \$10,000,000.00 (the "Receivables Loan"). As security for the Receivables Loan, USA Commercial Mortgage Company ("USACM") executed and delivered to Liberty a Guarantee Agreement made effective as of November 15, 2004 (the "Guarantee"), a true and correct copy of which is attached to the 3018 Motion as Exhibit "A" and incorporated herein by reference.

4. The Guarantee of USACM, which had stronger, audited financial statements as compared to HMA, was required in order to induce Liberty to make the Receivables Loan. Liberty demanded and reasonably relied upon audited financial statements provided by USACM in connection with the making of the Receivables Loan. These financial statements demonstrate that USACM was solvent at the time of the Guarantee.

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed in the 3018 Motion.

5. Liberty has sent HMA written notices that various events of default exist under Receivables Loan Agreement and the related loan documents, including the Guarantee, and that all obligations with respect to the Receivables Loan are immediately due and payable. Events of Default under the Receivables Loan Agreement and related loan documents have occurred and remain in effect as a result of the following:

- a. HMA's failure to comply with the sales expenses and minimum capital funds requirements and covenants in the Receivables Loan Agreement;
- b. HMA's execution of a guaranty and deed of trust for \$9,800,000.00 in favor of Salvatore J. Reale, Trustee of The Salvatore J. Reale Revocable Trust;
- c. the occurrence of a material adverse change, including USACM's bankruptcy filing; and
- d. the recording and service by Royal Landholdings, LLC of a Notice of Breach and Election to Sell under Deed of Trust as a result of HMA's breach of its obligations to Royal Landholdings, LLC.

6. As reflected in Liberty's proof of claim (the "Claim"), a true and correct copy of which is attached to the 3018 Motion as Exhibit "C," as of October 31, 2006, \$4,662,620.45 was due and owing under the Receivables Loan Agreement and Guarantee, together with continuing attorneys' fees and costs. The Claim was timely submitted and date-stamped on November 13, 2006 by USACM's claims agent. *See* Exhibit "C" to the 3018 Motion.

6. Liberty's Claim against USACM is presently due and owing.

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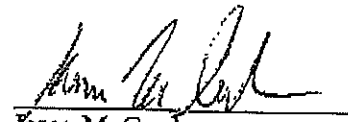
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I declare under penalty of perjury of the laws of the United States that these facts are true
to the best of my knowledge and belief.

DATED this 14 day of December, 2006


Jason M. Gordon
V.P. of Liberty Bank